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Attorney for Plaintiff
HEALTHCARE ALLY MANAGEMENT
OF CALIFORNIA, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HEALTHCARE ALLY
MANAGEMENT OF
CALIFORNIA, LLC,

Plaintiff,

vs.

UNITED HEALTHCARE
SERVICES, INC., and DOES 1-10,

Defendants.

CASE NO. 2:23-cv-02675-PSG (RAOx)

Judge: Hon. Philip S. Gutierrez

Magistrate: Rozella A. Oliver

STIPULATED PROTECTIVE
ORDER¹

¹ This Stipulated Protective Order is based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action will involve the production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiff Healthcare Ally Management of California, LLC (“Plaintiff”) and Defendant United HealthCare Services, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to herein as the “Parties”) hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. This Protective Order shall govern any record of information produced in this action and designated pursuant to this Protective Order, including all designated deposition testimony, all designated testimony taken at a hearing or other proceeding, all designated deposition exhibits, interrogatory answers, admissions, documents and other discovery materials, whether produced informally or in response to interrogatories, requests for admissions, requests for production of documents or other formal methods of discovery.

This Protective Order shall also govern any designated record of information produced in this action pursuant to required disclosures under any federal procedural rule or local rule of the Court and any supplementary disclosures thereto.

This Protective Order shall apply to the Parties and to any nonparty from whom discovery may be sought who desires the protection of this Protective Order.

The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT This action arises out of a dispute between Plaintiff and Defendant regarding payment for medical services rendered

1 by La Peer Surgery Center (“La Peer”) to multiple patients (“Patients”) enrolled in a
2 health care plans administrated by Defendant. Discovery in this action will involve
3 the disclosure of private information of the Patients, including personal health
4 information and information regarding the medical services provided, trade secrets,
5 and other valuable commercial, financial, technical and/or proprietary information
6 for which special protection from public disclosure and from use for any purpose
7 other than prosecution of this action is warranted. Such confidential and proprietary
8 materials and information includes, among other things, confidential business or
9 financial information, information regarding confidential business practices,
10 information implicating privacy rights of third parties, information otherwise
11 generally unavailable to the public, or which may be privileged or otherwise
12 protected from disclosure under state or federal statutes, court rules, case decisions,
13 or common law.

14 Accordingly, to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the Parties are entitled to keep confidential, to ensure that the
17 Parties are permitted reasonable necessary uses of such material in preparation for
18 and in the conduct of trial, to address their handling at the end of the litigation, and
19 serve the ends of justice, a protective order for such information is justified in this
20 matter. It is the intent of the Parties that information will not be designated as
21 confidential for tactical reasons and that nothing will be so designated without a
22 good faith belief that it has been maintained in a confidential, non-public manner,
23 and there is good cause why it should not be part of the public record of this case.
24

25 2. DEFINITIONS

26 2.1 Action: *Healthcare Ally Management of California, LLC v. United*
27 *HealthCare Services, Inc.*, Central District of California, 2:23-cv-02675-PSG-
28 RAOx.

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 The term Confidential Information shall include confidential or proprietary
8 technical, scientific, financial, business, health, or medical information designated as
9 “CONFIDENTIAL” by the producing party.

10 The term “Confidential Health Information” shall constitute a subset of
11 Confidential Information, and shall be designated as “CONFIDENTIAL” and
12 subject to all other terms and conditions governing the treatment of Confidential
13 Information. Confidential Health Information shall mean information supplied in
14 any form, or any portion thereof, that identifies an individual or subscriber in any
15 manner and relates to the past, present, or future care, services, or supplies relating
16 to the physical or mental health or condition of such individual or subscriber, the
17 provision of health care to such individual or subscriber, or the past, present, or
18 future payment for the provision of health care to such individual or subscriber.
19 Confidential Health Information shall include, but is not limited to, claim data,
20 claim forms, grievances, appeals, or other documents or records that contain any
21 patient health information required to be kept confidential under any state or federal
22 law, including 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health
23 Insurance Portability and Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 &
24 160.103), and the following subscriber, patient, or member identifiers:

- 25 a. names;
- 26 b. all geographic subdivisions smaller than a State, including street
27 address, city, county, precinct, and zip code;
- 28 c. all elements of dates (except year) for dates directly related to an

individual, including birth date, admission date, discharge date, age, and date of death;

- d. telephone numbers;
- e. fax numbers;
- f. electronic mail addresses;
- g. social security numbers;
- h. medical record numbers;
- i. health plan beneficiary numbers;
- j. account numbers;
- k. certificate/license numbers;
- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators (“URLs”);
- o. internet protocol (“IP”) address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 2.8 House Counsel: attorneys who are employees of a Party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association or
6 other legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a
8 Party to this Action but are retained to represent or advise a Party to this Action and
9 have appeared in this Action on behalf of that Party or are affiliated with a law firm
10 that has appeared on behalf of that Party, and includes support staff.

11 2.11 Party: any Party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
22 ONLY.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25
26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6
7 4. DURATION

8 Once a case proceeds to trial, information that was designated as
9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
10 as an exhibit at trial becomes public and will be presumptively available to all
11 members of the public, including the press, unless compelling reasons supported by
12 specific factual findings to proceed otherwise are made to the trial judge in advance
13 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
14 showing for sealing documents produced in discovery from “compelling reasons”
15 standard when merits-related documents are part of court record). Accordingly, the
16 terms of this protective order do not extend beyond the commencement of the trial.

17
18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection
21 under this Order must take care to limit any such designation to specific material
22 that qualifies under the appropriate standards. The Designating Party must
23 designate for protection only those parts of material, documents, items or oral or
24 written communications that qualify so that other portions of the material,
25 documents, items or communications for which protection is not warranted are not
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
10 under this Order must be clearly so designated before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (*e.g.*, paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
17 contains protected material, including Confidential Health Information. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings
20 in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine which
27 documents, or portions thereof, qualify for protection under this Order. Then,
28 before producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
2 portion of the material on a page qualifies for protection, the Producing Party also
3 must clearly identify the protected portion(s) (e.g., by making appropriate markings
4 in the margins).

5 (b) for testimony given in depositions that the Designating Party identifies
6 the Disclosure or Discovery Material on the record, before the close of the
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary and
9 for any other tangible items, that the Producing Party affix in a prominent place on
10 the exterior of the container or containers in which the information is stored the
11 legend “CONFIDENTIAL.” If only a portion or portions of the information
12 warrants protection, the Producing Party, to the extent practicable, shall identify the
13 protected portion(s).

14 (d) for information disclosed at a hearing or trial that the Designating
15 Party requests the Judge, at the time the information is proffered or adduced, to
16 receive the information only in the presence of those persons designated to receive
17 such information and Court personnel, and to designate the transcript appropriately.

18 A Party may also designate Confidential Information as “CONFIDENTIAL
19 - ATTORNEYS’ EYES ONLY.” Confidential Information marked as
20 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” may be used solely for the
21 purpose of conducting this Litigation and not for any other purpose whatsoever.
22 The parties may designate Confidential Information as “CONFIDENTIAL -
23 ATTORNEYS’ EYES ONLY” in the same manner set forth above with an added
24 reference to “ATTORNEYS’ EYES ONLY.” Information designated
25 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” may be viewed by, copied by,
26 exhibited to, or disclosed to only the persons described in Paragraph 7.2(a), (d), (i),
27 and (j) and Retained Experts and Consultants, all subject to the requirements of
28 Paragraph 7.1. “Retained Experts and Consultants” means third party experts or

consultants actually retained by a party, and does not include purely percipient experts or party employees.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action and for no

1 other action. A Receiving Party shall hold such information received from the
2 disclosing Party in confidence, shall not use it for any business or other commercial
3 purpose, shall not use it for filing or prosecuting any patent application (of any type)
4 or patent reissue or reexamination request, and shall not disclose it to any person,
5 except as hereinafter provided. Such Protected Material may be disclosed only to
6 the categories of persons and under the conditions described in this Order. When
7 the Action has been terminated, a Receiving Party must comply with the provisions
8 of section 13 below (FINAL DISPOSITION).

9 All documents, including attorney notes and abstracts, which contain another
10 party's Confidential Information, shall be handled as if they were designated
11 pursuant to paragraph 5.

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record (excluding experts and
21 investigators) to whom it is reasonably necessary to disclose the information for this
22 Action;

23 (b) the officers, directors, and employees (including House Counsel) of
24 the Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the Court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 9 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
- 10 will not be permitted to keep any confidential information unless they sign the
- 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 12 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 13 deposition testimony or exhibits to depositions that reveal Protected Material may
- 14 be separately bound by the court reporter and may not be disclosed to anyone except
- 15 as permitted under this Stipulated Protective Order;
- 16 (i) Stenographers and videographers engaged to transcribe or record
- 17 depositions conducted in this action provided that such individuals agree in writing,
- 18 in the form attached at Appendix A, to be bound by the terms of this Order; and
- 19 (j) any mediator or settlement officer, and their supporting personnel,
- 20 mutually agreed upon by any of the parties engaged in settlement discussions,
- 21 provided that such individuals agree in writing, in the form attached at Appendix A,
- 22 to be bound by the terms of this Order.

23

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

25 IN OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation

27 that compels disclosure of any information or items designated in this Action as

28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order
4 to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” before a determination by the court from which the
12 subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking
14 protection in that court of its confidential material and nothing in these provisions
15 should be construed as authorizing or encouraging a Receiving Party in this Action
16 to disobey a lawful directive from another court.

17
18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a
21 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party’s
28 confidential information, then the Party will:

1 (1) promptly notify in writing the Requesting Party and the Non-Party
2 that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;(2) promptly provide the Non-Party with a copy of the
4 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
5 reasonably specific description of the information requested; and

6 (3) make the information requested available for inspection by the
7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court within
9 14 days of receiving the notice and accompanying information, the Receiving Party
10 may produce the Non-Party's confidential information responsive to the discovery
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
12 not produce any information in its possession or control that is subject to the
13 confidentiality agreement with the Non-Party before a determination by the court.
14 Absent a court order to the contrary, the Non-Party shall bear the burden and
15 expense of seeking protection in this court of its Protected Material.

16
17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of this Order,
24 and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions, at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: September 10, 2024

GORDON REES SCULLY
MANSUKHANI, LLP

By: /s/ Shannon L. Ernster
Courtney C. Hill
Shannon L. Ernster
Hela Vaknin
Attorneys for Defendants
UNITED HEALTHCARE SERVICES,
INC.

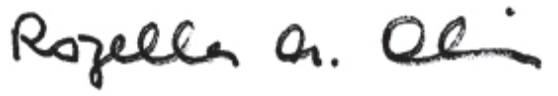
Dated: September 10, 2024

THE LAW OFFICES OF
JONATHAN A. STIEGLITZ

By: /s/ Jonathan A. Stieglitz
Jonathan A. Stieglitz
Attorney for Plaintiff
HEALTHCARE ALLY MANAGEMENT
OF CALIFORNIA, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 9/11/2024



Hon. Rozella A. Oliver
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Healthcare Ally Management of California, LLC v. United
HealthCare Services, Inc.*, Central District of California, 2:23-cv-02675-PSG-RAO.
I agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

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Signature: _____